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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

WASHINGTON-IDAHO LABORERS-
EMPLOYERS PENSION TRUST FUND,
NORTHWEST LABORERS-EMPLOYERS
HEALTH AND SECURITY TRUST FUND,
and NORTHWEST LABORERS-
EMPLOYERS TRAINING TRUST FUND,

Case No.: 2:21-cv-00318

COMPLAINT

Plaintiffs,

v.

SPOKANE CONCRETE LLC, a
Washington limited liability company, UBI
NO. 604 017 381,

Defendant.

Plaintiffs, by and through their undersigned counsel, David L. Sieck, of Turner, Stoeve & Gagliardi, P.S., allege and aver as follows:

I. PARTIES.

1.1 Plaintiffs, Washington-Idaho Laborers-Employers Pension Trust Fund, Northwest Laborers-Employers Health and Security Trust Fund, and Northwest Laborers-

COMPLAINT - 1

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Employers Training Trust Fund (hereinafter referred to as the “Plaintiff Trusts”), operate as Trust Funds to provide health, retirement, and training benefits to eligible members, retirees, and their beneficiaries. The Plaintiff Trusts are joint labor-management Trust Funds created pursuant to Section 302(c)(5) of the Labor Management Relations Act (LMRA), 29 U.S.C. § 186(c)(5), and are subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq., as amended. The Plaintiff Trusts are governed by appointed Boards of Trustees, who are individually and collectively fiduciaries of the Plaintiff Trusts and are entitled to bring this action under ERISA §§ 502(a) and 515; 29 U.S.C. §§ 1132(a) and 1145. Plaintiff Trusts are administered and maintain their principal offices in Spokane and King County, Washington.

1.2 Defendant, Spokane Concrete LLC (hereinafter referred to as “SC LLC”), is a Washington State limited liability company, UBI number 604 017 381. SC LLC conducts business in the Eastern District of Washington with a principal office located at 4211 North Best Road, Spokane Valley, Washington, 99216. The current corporate officers of SC LLC are Daniel Robinson and Colt McIntyre.

II. JURISDICTION AND VENUE.

2.1 Plaintiff Trusts re-allege the allegations contained in paragraphs 1.1 through 1.2 hereof as if fully set forth herein.

2.2 Jurisdiction in this Court is proper pursuant to ERISA §§ 502(e)(1) and (f); 29 U.S.C. §§ 1132(e)(1) and (f).

2.3 Venue in this Court is proper pursuant to ERISA § 502(e)(2); 29 U.S.C. § 1132(e)(2), as Defendant maintains its principal office in the Eastern District of Washington.

1 **III. CAUSE OF ACTION.**

2 3.1 Plaintiff Trusts re-allege the allegations contained in paragraphs 1.1 through 2.3
3 hereof as if fully set forth herein.

4 3.2 Effective September 1, 2019, Defendant SC LLC signed and accepted a
5 compliance agreement which bound SC LLC to the June 1, 2019 to May 31, 2022 Master Labor
6 Agreement between the Inland Northwest General Contractors of America, Inc. and the
7 Washington & Northern Idaho District Council of Laborers International Union of North America
8 Local Nos. 238, 348 (the "Labor Agreements"). The Labor Agreements govern the fringe benefit
9 contributions SC LLC is obligated to make on behalf of its employees for all covered hours
10 worked to the Plaintiff Trusts and binds SC LCC to the terms of the respective Trust Agreements
11 for the Plaintiff Trusts.

12 3.3 The Trust Agreements require SC LLC to submit reports of hours worked and
13 payment of contributions at the rates required under the Labor Agreements to the Plaintiff Trusts
14 on or before the 15th day of the month following the month in which hours were worked. Failure
15 to make timely remittance results in an assessment of delinquency charges in the form of
16 liquidated damages and interest for each of the Plaintiff Trusts as stipulated in the Plaintiff Trusts'
17 Trust Agreements. The Trust Agreements provide, and SC LLC agreed to pay, interest at fifteen-
18 percent (15%) per annum on the delinquent contribution amounts from the date contributions are
19 due until fully paid and liquidated damages of fifteen-percent (15%) of the delinquent
20 contributions or \$25.00 per month, whichever is greater. Plaintiff Trusts' Trust Agreements also
21 stipulate that Plaintiff Trusts are entitled to assess and recover all costs of collection including
22 administrative costs, attorneys' fees and costs, and audit expenses, from a delinquent employer.

1 3.4 SC LLC's obligation to report and contribute to the Plaintiff Trusts is ongoing
2 throughout the term of the Labor Agreements.

3 3.5 SC LLC has an obligation to comply with payroll audits pursuant to the Trust
4 Agreements to ensure correct reporting of covered hours and proper payment of contributions.

5 3.6 On June 24, 2020, the Plaintiff Trusts received information indicating SC LLC was
6 not properly reporting or submitting contributions for all covered hours worked and Plaintiff
7 Trusts initiated a for-cause audit, pursuant to the Trust Agreements.

8 3.7 SC LLC's various payroll records and documents were audited pursuant to the
9 Labor Agreements and Plaintiff Trusts' Trust Agreements for the period of September 2019
10 through September 2020 (the "Audit"). During the course of the Audit, it was determined SC
11 LLC either improperly or wholly failed to report covered hours worked and improperly or wholly
12 failed to pay contributions during the audited timeframe.

13 3.8 To date, SC LLC has failed to remit all proper and owing contributions to the
14 Plaintiff Trusts for the period of September 2019 through September 2020.

15 3.9 SC LLC is indebted to the Plaintiff Trusts for unpaid fringe benefit contributions,
16 liquidated damages, interest, attorneys' fees and costs, audit fees, and administrative costs, in
17 amounts to be proved at the time of trial.

18 3.10 Plaintiff Trusts are entitled to an award for all contributions owed, as well as
19 delinquency charges (liquidated damages and interest), and all expenses of collection, including
20 attorneys' fees and costs, audit expenses, and administrative fees.

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1 **IV. PRAYER FOR RELIEF.**

2 WHEREFORE, Plaintiff Trusts pray for Judgment as follows:

3 4.1 Judgment in favor of the Plaintiff Trusts and against Defendant Spokane Concrete
4 LLC for:

- 5 a. All delinquent fringe benefit contributions due and owing as disclosed
6 during the Audit;
7 b. Liquidated damages and pre-judgment interest;
8 c. Attorneys' fees and costs incurred by Plaintiff Trusts in connection with
9 Defendants delinquent obligations;
10 d. Audit expenses and administrative costs incurred by the Plaintiff Trusts;
11 and
12 e. Such other and further relief this Court may deem just and equitable.

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14 Dated this 5th day of November, 2021.

15 TURNER, STOEVE & GAGLIARDI, P.S.

16 /s/ David L. Sieck

17 DAVID L. SIECK, WSBA # 54063
18 Attorney for Plaintiffs
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